

Case No. 16-05688-JJG-13

3. PAYMENT AND LENGTH OF PLAN: Debtor shall pay \$1,625.00 per month to the Chapter 13 Trustee, starting not later than 30 days after the order for relief, until all allowed claims are paid in full.

(b) INCREASED FUNDING: If additional property comes into the estate pursuant to 11 U.S.C. §1306(a)(1) or if the Trustee discovers undisclosed property of the estate, then the Trustee may obtain such property or its proceeds to increase the total amount to be paid under the plan. No motion to modify the plan will be required but the Trustee may file a report to court. However, if the Trustee elects to take less than 100% of the property to which the estate is entitled OR less than the amount necessary to pay all allowed claims in full, then a motion to compromise and settle will be filed, and appropriate notice given.

(c) CURING DEFAULTS: If Debtor falls behind on plan payments or if changes to the payments owed to secured lenders require additional funds from the Debtor's income, the Debtor and the Trustee may agree that the Debtor(s) will increase the payment amount each month or that the time period for making payments will be extended, not to exceed 60 months. Creditors will not receive notice of any such agreement unless the total amount that the Debtor(s) will pay to the Trustee decreases. Any party may request in writing, addressed to the Trustee at the address shown on the notice of the meeting of creditors, that the Trustee give that party notice of any such agreement. Agreements under this section cannot extend the term of the plan more than 6 additional months.

(d) OTHER PLAN CHANGES: Any other modification of the plan shall be proposed by motion pursuant to 11 U.S.C. §1329. Service of any motion to modify this plan shall be made by the moving party as required by FRBP 2002(a)(5) and 3015(g), unless otherwise ordered by the Court.

4. ADMINISTRATIVE CLAIMS (INCLUSIVE OF DEBTOR'S ATTORNEY FEES):

All administrative claims will be paid in full by the Trustee unless creditor agrees otherwise:

Creditor	Type of Priority	Scheduled Amount
Debtor's Attorneys, PEREZ & PEREZ by Juan A. Perez Jr. 27290-64	Attorney Fees	\$3,900.00

5. DOMESTIC SUPPORT OBLIGATIONS: The following Domestic Support Obligations will be paid in the manner specified:

Creditor	Type of Claim	Estimated Arrears	Treatment
NONE			

DEBTOR IS REQUIRED TO PAY ANY PAYMENTS FALLING DUE AFTER THE FILING OF THE CASE PURSUANT TO A DOMESTIC SUPPORT ORDER DIRECTLY TO THE PAYEE IN ORDER FOR THIS PLAN TO BE CONFIRMED AND FOR DEBTOR TO RECEIVE A DISCHARGE FROM THE COURT UPON COMPLETION OF PLAN PAYMENTS HEREIN.

6. SECURED CLAIMS RELATING SOLELY TO THE DEBTOR'S PRINCIPAL RESIDENCE-CURING DEFAULTS AND/OR MAINTAINING PAYMENTS (INCLUSIVE OF REAL ESTATE TAXES AND HOMEOWNER'S ASSOCIATION ARREARS):

If there is a pre-petition arrearage claim on a mortgage secured by the Debtor's principal residence, then both the pre-petition arrearage and the post-petition mortgage installments shall be made through the Trustee. Initial post-petition payment arrears shall be paid with secured creditors. If there are no arrears, the Debtor may pay the secured creditor directly. Estimated Current Monthly Installment listed below shall be adjusted based on filed claim and/or notice.

Creditor	Residential Address	Estimated Arrears	Estimated Current Monthly Installment	Select One for Mortgages ONLY:	
				Trustee Pay	Direct Pay
Wells Fargo	1812 Beckenbauer Ln. Indianapolis IN	\$17,000	\$995.88	X	

No late charges, fees or other monetary amounts shall be assessed based on the timing of any payments made by the Trustee under the provisions of the Plan, unless allowed by Order of the Court.

7. SECURED CLAIMS OTHER THAN CLAIMS RELATING TO THE DEBTOR'S PRINCIPAL RESIDENCE: After confirmation of the plan, the Trustee will pay to the holder of each allowed secured claim the equal monthly amount in column (a)(6) or (b)(7) based upon the amount of the claim [(Para. 7(a), column (4))] or value offer [(Para. 7(b), column (5))] with interest at the rate stated in column (a)(5) or (b)(6).

(a) Secured Claims To Which 11 U.S.C. 506 Valuation Is Not Applicable:

(1) Creditor	(2) Collateral	(3) Purchase Date	(4) Estimated Claim Amount	(5) Interest Rate	(6) Equal Monthly Amount	(7) Adequate Protection Amount (1% of allowed secured claim)
NONE						

Additional plan offer, if any, as relates to above claim(s): NONE

(b) Secured Claims to Which 11 U.S.C. 506 Valuation is Applicable:

(1) Creditor	(2) Collateral	(3) Purchase Date	(4) Scheduled Debt	(5) Value	(6) Interest Rate	(7) Equal Monthly Amount	(8) Adequate Protection Amount (1% of allowed secured claim)
Acceptance Now	Furniture	2014	\$2001	\$900	4.25%	\$50.00	\$9.00
United Consumer	Kirby	2012	\$815.93	\$50	4.25%	\$25.00	\$0.50

Additional plan offer, if any, as relates to above claim(s): NONE

(c) Curing Defaults and/or Maintaining Payments: Trustee shall pay allowed claim for arrearage, and Debtor shall pay regular post-petition contract payments directly to the creditor:

Creditor	Collateral/Type of Debt	Estimated Arrears	Interest Rate (if any)
NONE			

(d) Surrendered/Abandoned Collateral: The Debtor intends to surrender the following collateral. Upon confirmation, the Chapter 13 estate abandons any interest in, and the automatic stay pursuant to 11 U.S.C. §362 is terminated as to, the listed collateral. Upon confirmation, the secured creditor is free to pursue its in rem rights in state court.

Creditor	Collateral Surrendered/Abandoned	Scheduled Value of Property
NONE		

8. SECURED TAX CLAIMS AND 11 U.S.C. 507 PRIORITY CLAIMS: All allowed secured tax obligations shall be paid in full by the Trustee, inclusive of statutory interest thereon (whether or not an interest factor is expressly offered by plan terms). All allowed priority claims shall be paid in full by the Trustee, exclusive of interest, unless the creditor agrees otherwise:

Creditor	Type of Priority or Secured Claim	Scheduled Debt	Treatment
IRS	Income Taxes	\$500	In Plan
IDOR	Income Taxes	\$800.76	In Plan

9. NON-PRIORITY UNSECURED CLAIMS:**(a) Separately Classified or Long-term Debts:**

Creditor	Basis for Classification	Treatment	Amount	Interest (if any)
NONE				

(b) General Unsecured Claims: Pro rata distribution from any remaining funds; or X Other: 100% of timely allowed claims.**10. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:** All executory contracts and unexpired leases are REJECTED, except the following, which are assumed:

Creditor	Property Description	Treatment
NONE		

11. AVOIDANCE OF LIENS: Debtor will file a separate motion or adversary proceeding to avoid the following non-purchase money security interests, judicial liens, wholly unsecured mortgages or other liens that impair exemptions:

Creditor	Collateral/Property Description	Amount of Lien to be Avoided
NONE		

12. LIEN RETENTION: With respect to each allowed secured claim provided for by the plan, the holder of such claim shall retain its lien securing such claim until the earlier of a) the payment of the underlying debt determined under non-bankruptcy law or b) a discharge order being entered under 11 U.S.C. §1328.**13. VESTING OF PROPERTY OF THE ESTATE:** Except as necessary to fund the plan or as expressly retained by the plan or confirmation order, the property of the estate shall revert in the Debtor upon confirmation of the Debtor's plan, subject to the rights of the Trustee, if any, to assert claim to any additional property of the estate acquired by the Debtor post-petition pursuant to operation of 11 U.S.C. §1306.**14. MISCELLANEOUS PROVISIONS:**

A. Creditors listed in Section 7(a) and (b) shall continue to receive payment at the Adequate Protection amount for 12 months after confirmation of the plan so that Administrative Claims listed in Section 4 are paid in full sooner.

B. The language of Section 12 above is not intended to alter the rights of any first mortgage holder with respect to the Debtor's principal residence as outlined in 11 USC 1322(b)(2).

Date: 8/5/16

/s/ Rhonda Dickerson

Rhonda Dickerson

/s/ Juan A. Perez Jr.

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